

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION CIRCUIT COURT

AVC NO. 08-018

**FILED**

IN RE:                               )  
  )  
Heim Contracting, Inc.            )  
  )  
Respondent.                        )

**(32) SEP 17 2008**

*Elizabeth A. White*  
CLERK OF THE MARION CIRCUIT COURT

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and Respondent, Heim Contracting, Inc., enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent Heim Contracting, Inc. is an Indiana corporation engaged in the sale and construction of residential home improvements. Respondent maintains a principal place of business at 8637 Seaward Lane, Indianapolis, Indiana 46256. Respondent was a party to a consumer transaction with Indiana consumers John and Janica Mullen of Brownsburg, Indiana, involving the re-roofing of their home.

2. The terms of this Assurance apply to and are binding upon Respondent and Respondent's agents, employees, officers, owners, representatives, assigns, and successors. Paragraph 10 applies only to Respondent.

3. Respondent acknowledges the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4, Ind. Code §§ 24-5-0.5-1 through -12, and Ind. Code § 24-5-11-14.

4. The parties agree that if any term used in this Assurance is defined under Ind. Code §§ 24-5-0.5-1 through -12 (the “Deceptive Consumer Sales Act”) or Ind. Code §§ 24-5-11-1 through -14 (the “Home Improvement Contracts Act”), the term shall have the meaning set forth under the respective Act.

5. Respondent agrees that it shall not represent, orally, in writing, by electronic communication, or through its actions, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Respondent knows or should reasonably know it does not have.

6. Respondent agrees that it shall not represent, orally, in writing, by electronic communication or through its actions, that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if Respondent knows or should reasonably know that the representation is false.

7. Respondent agrees that before engaging in any home improvement contract, it shall provide the consumer a fully-executed copy of a written home improvement contract containing all the information required by Ind. Code § 24-5-11-10, including:

- a. The approximate starting and completion dates of the home improvements; and

b. Legibly printed or typed versions of the names of all parties to the home improvement contract.

8. Respondent agrees to fully comply with the Deceptive Consumer Sales Act in all its consumer transactions.

9. Respondent agrees to fully comply with the Home Improvement Contracts Act in all its home improvement contracts.

10. Upon signing this Assurance, Respondent shall pay the amount of One Thousand Two Hundred Thirty-Five and 19/100 dollars (\$1,235.19) to the Indiana Attorney General as consumer restitution to consumers John and Janica Mullen of Brownsburg, Indiana. The Attorney General shall disburse this money to the Mullens.

11. Respondent shall not represent that the Indiana Attorney General approves or endorses its past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.


12. Respondent shall fully cooperate with the Indiana Attorney General in the resolution of any future written complaints the Consumer Protection Division receives against it.

13. This Assurance does not constitute Respondent's admission of guilt or liability.

14. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

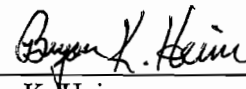
DATED this 17 day of September, 2008.

STATE OF INDIANA  
STEVE CARTER  
Attorney General of Indiana

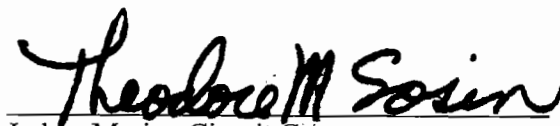
By:   
Justin G. Hazlett  
Deputy Attorney General  
Attorney No. 22046-49  
Office of the Indiana Attorney General  
302 W. Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
Telephone (317) 232-0167

RESPONDENT

Heim Contracting, Inc.

By:   
Bryan K. Heim  
President ✓

APPROVED this 17<sup>th</sup> day of Sept, 2008.

  
Judge, Marion Circuit Court